

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b> K		<b>PAGE OF PAGES</b> 1   5	
<b>2. AMENDMENT/MODIFICATION NO.</b> 0001		<b>3. EFFECTIVE DATE</b> April 1, 2005		<b>4. REQUISITION/PURCHASE REQ. NO.</b> N/A	
<b>5. PROJECT NO. (If applicable)</b>					
<b>6. ISSUED BY</b> DEFENSE ENERGY SUPPORT CENTER, ROOM 2954 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222 FAX 703-767-9044 BUYER/SYMBOL – J. WALKER/DESC-B PHONE - (703) 767-9267 PPN: 1.1Q		<b>7. ADMINISTERED BY (If other than Item 6)</b> SC0600		<b>CODE</b> SC0600	
<b>8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)</b>			X	<b>9a. AMENDMENT OF SOLICITATION NO.</b> SP0600-05-R-0700	
				<b>9b. DATED (SEE ITEM 11)</b> March 15, 2005	
				<b>10a. MODIFICATION OF CONTRACT/ORDER NO.</b>	
				<b>10b. DATED (SEE ITEM 13)</b>	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<p>[ X ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ X ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10a.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
E. <b>IMPORTANT:</b> Contractor [ ] is not, [ ] is required to sign this document and return ____ copies to the issuing office.					
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible..)</b>  <b>SEE ATTACHED PAGES</b>					
Except as provided herein, all terms and conditions of the document referenced in Item 9a. or 10a., as heretofore changed, remains unchanged and in full force and effect.					
<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>			<b>16A. NAME OF CONTRACTING OFFICER</b> JOHN R. WALKER		
<b>15B. NAME OF CONTRACTOR/OFFEROR</b> BY _____ (Signature of person authorized to sign)		<b>15C. DATE SIGNED</b>		<b>16B. UNITED STATES OF AMERICA</b> BY _____ (Signature of Contracting Officer)	
				<b>16C. DATE SIGNED</b>	

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1. Offerors importing product(s) into Aqaba must provide a copy of the required Letter of Authorization (LOA) from the Government of Jordan Energy Ministry by May 18, 2005. Offerors whose proposal require the transiting of product through Jordan are required to demonstrate their ability to meet the security clearance requirements of the Government of Jordan required of goods transiting Jordan.
2. The MUP motor gasoline requirements of the solicitation are cancelled.
3. The full texts of the clauses, Transportation of Supplies by Sea (MAY 2002), Alternate I (MAR 2000) (DFARS 252.247-7023) , and, Notification of Transportation of Supplies by Sea (MAR 2000), Alternate I (Mar 2000) (DFARS 252.247-7024), incorporated by reference in clause I1.05, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items, are attached.

**TRANSPORTATION OF SUPPLIES BY SEA (ALTERNATIVE I) (MAR 2002)****(a) DEFINITIONS.** As used in the clause--

(1) **Components** means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) **Department of Defense (DoD)** means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) **Foreign flag vessel** means any vessel that is not a U.S.-flag vessel.

(4) **Ocean transportation** means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) **Subcontractor** means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) **Supplies** means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) **Supplies** includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) **U.S.-flag vessel** means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if the supplies being transported are--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations (**Note:** This contract requires shipment of commercial items in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations); or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

TRANSPORTATION OF SUPPLIES BY SEA (ALTERNATIVE I) (MAR 2002) (cont.)

- (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of steamship company.
- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
- (1) No ocean transportation was used in the performance of this contract;
  - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under this contract.
  - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
  - (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

<u>ITEM DESCRIPTION</u>	<u>CONTRACT LINE ITEMS</u>	<u>QUANTITY</u>
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TOTAL

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purpose of the PROMPT PAYMENT clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(DFARS 252.247-7023/Alternate I)

**NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)**

(a) The Contractor has indicated by the response to the solicitation provision REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the TRANSPORTATION OF SUPPLIES BY SEA clause of this contract, will be transported by sea, the Contractor--

- (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the TRANSPORTATION OF SUPPLIES BY SEA clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

- (1) In all subcontracts under this contract, if this contract is a construction contract; or
- (2) If this contract is not a construction contract, in all subcontracts under this contract that are for--
  - (i) Noncommercial items; or

NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (cont.)

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

(DFARS 252.247-7024)